



Shelby County Tennessee

Mark Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: April 26, 2016

Due: May 17, 2016 no later than 2:00 P.M. (Central Standard Time)

RFP # 16-004-68

ON-SITE AUTOMOTIVE PARTS WAREHOUSE

SHELBY COUNTY GOVERNMENT

FLEET SERVICES

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide an On-Site Automotive Parts Warehouse for the Shelby County Fleet Services. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A mandatory pre-proposal conference will be held on May 4, 2016 at 10:30 AM at the Shelby County Fleet Services, 6200 Haley Road, Memphis, TN 38103. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the purchasing Department via email at Tosha.Davenport@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The proposal, as submitted, should include all estimated cost related to the services requested in this RFP. If selected, you will contract with Shelby County Government pending completion of all requirements contained herein. Respondents requesting additional information or clarification are to contact, Ms. Tosha Davenport at Tosha.Davenport@shelbycountyttn.gov.

Tosha Davenport, Purchasing Specialist

Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing one (1), original and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – ON-SITE AUTOMOTIVE PARTS WAREHOUSE, RFP #16-004-68 noted on the outside.

Sincerely,

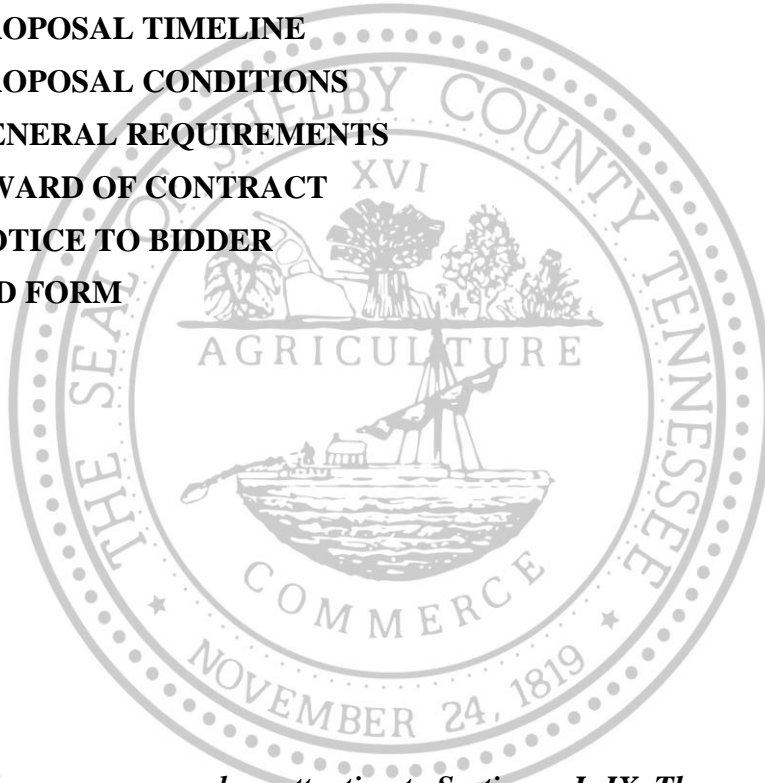
Tosha Davenport, Purchasing Specialist

Shelby County Government
Purchasing Department

Cc: Tom Moss, Administrator, Support Services
Andy Ward, Deputy Administrator, Support Services
Vicki Dillner, Support Services

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS**
- VIII. AWARD OF CONTRACT**
- IX. NOTICE TO BIDDER**
- X. BID FORM**



Note: Please make sure you pay close attention to Sections: I- IX .These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

END OF PAGE

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified companies or professionals to manage an on-site fleet parts supply operation, and to supply parts in conjunction with the operation (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer, contractor and provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSERS REQUIREMENT

All proposers must:

1. Provide proof of a minimum of five (5) years of experience in the fleet parts supply business.
2. Provide proof of sufficient, competent and skilled staff, experienced in fleet parts management and supply.
3. Provide proof of all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Provide proof of demonstrated knowledge of federal and state laws and regulations pertaining to the handling and supply of fleet parts.
5. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act" (effective date of 01/01/12). ***Proof and documentation of employment eligibility must be included with the proposal, if applicable.***
6. **Apply** and **qualify** for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration Office ***prior to submitting your response*** (**MANDATORY**, see the details outlined below).
7. A written statement of compliance to Title VI requirements must be provided with your response.
8. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
9. Provide a written statement stating the ability to provide a Performance and Labor/Materials Bond in the amount of \$50,000.00 to be maintained during the entire term of the contract, if selected for the resultant contract.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance (EOC)" certification number.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals, and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN. 38103**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at Tosha.Davenport@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, May 11, 2016 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: Individual vendor questions will be answered by e-mail as received before the cut-off date. All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within forty eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than **Tuesday, May 17, 2016 @ 2:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

| | |
|--|--|
| Request for Proposals Released | Tuesday, April 26, 2016 |
| Mandatory Pre-Proposal Conference | Wednesday, May 4, 2016 @ 10:30 AM (CST) |
| Deadline for Questions | Tuesday, May 17, 2016 @ 12:00PM (CST) |
| Proposal Due Date | Tuesday May 17, 2016 @ 2:00PM (CST) |
| Notification of Award | June 2016 |
| Services to Commence | July, 1, 2016 or Immediately Upon |
| Execution of the Contract. | |

A mandatory pre-proposal conference will be held at May 4, 2016 at 10:30 a.m., at the Shelby County Fleet Services, 6200 Haley Road, Memphis, TN 38103. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at Tosha.Davenport@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. *All proposals and other materials submitted become the property of Shelby County Government.*

H. Non-discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation

plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.



**SHELBY COUNTY GOVERNMENT
LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM
“ON-SITE AUTOMOTIVE PARTS WAREHOUSE SHELBY COUNTY
GOVERNMENT FLEET SERVICES”**

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that **20%** of the contract sum will be contracted with LOSB vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: carolyn.griffin@shelbycountyttn.gov

Definitions

The definitions used in this document are as follows:

1. **“Bidder”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities, or services.
2. **“Certification”** or **“Certified”** means a Business that is certified by Shelby County Government under the LOSB program.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOSB)”** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOSB”** means a business, which is not certified as a LOSB.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and Proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB’s taking into account the total number of all Contractors and suppliers.

Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's. This review is based on the availability of qualified LOSB's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. Pre-Bid Activity

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

2. Contractor's Responsibilities

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOSB Form "A"**.

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOSB Form "B"**. This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOSB Form "C"** or **LOSB Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOSB Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOSB Form "B"**. Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOSB Form "C"**.

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOS Form “B”** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOS Form “D”** certifying all payments made to LOSB’s.

3. LOSB Responsibilities

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOS Form “C”** certifying that it is performing the work and that it is a Commercially Useful Function.

Written Agreement

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB’s. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

Monitoring LOSB Utilization

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor’s LOSB’s. Shelby County reserves the right to reevaluate a LOSB’s certification at any time.

Efforts to Achieve LOSB Participation

The Contractor shall consider all bids and/or quotations received from LOSB’s. When a subcontract is not awarded by a Contractor to any of the competing LOSB’s, the Contractor must document the reason(s) the award was not made to the LOSB’s. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor’s Efforts must be documented on **LOS Form “A”**, which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:

- a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
 - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

Substitution of LOSB's after Contract Award

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

Noncompliance with LOSB Program

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Carolyn Griffin
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: carolyn.griffin@shelbycountyttn.gov

Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB Program Forms Description

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B -- LOSB Utilization Plan**

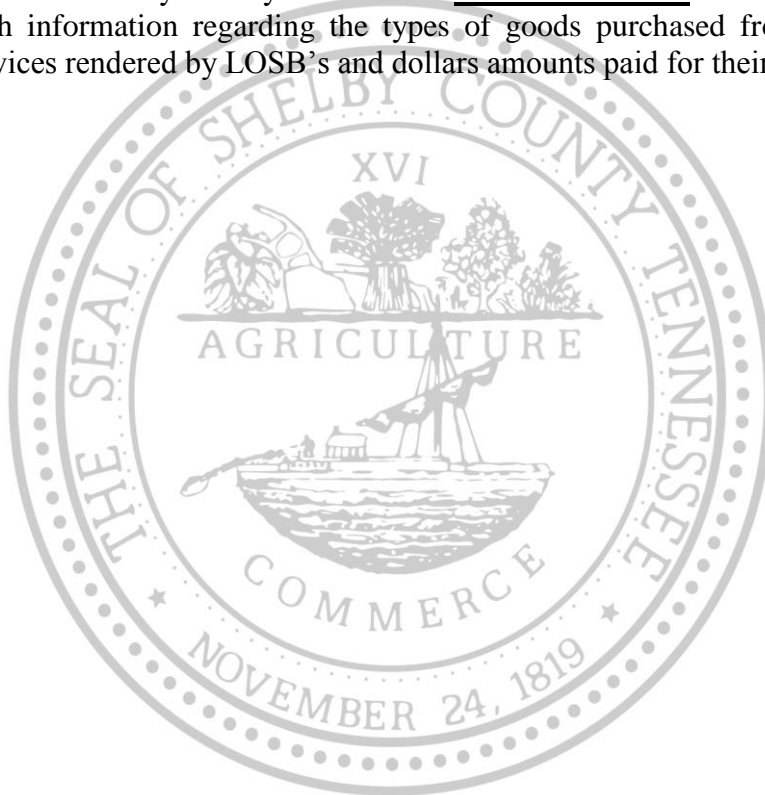
A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B"**, if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB Form "B"** prior to award of a contract. **LOSB Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB Form "B"**.

- **LOSB Form C** –Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services

Contractors are required to have each subcontracted LOSB providing services complete **LOSB Form “C”** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOSB Form D** – Statement of Payments to LOSB’s

Contractors are required to record and maintain information regarding the utilization of LOSB’s and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOSB Form “D”**. The form is required to be submitted to Shelby County each month. **LOSB Form “D”** must be completed in its entirety with information regarding the types of goods purchased from LOSB’s or the types of services rendered by LOSB’s and dollars amounts paid for their goods or services.



**Shelby County
LOSB Program**

LOSB FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: _____

Bid No.: _____

I certify that the following efforts were made to achieve LOSB participation:

| | | YES | NO |
|---|---|-----|----|
| A | Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service | | |
| B | Direct mailing, electronic mailing, facsimile or telephone requests | | |
| C | Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation | | |
| D | Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline | | |
| E | Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities | | |
| F | Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities | | |

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

| Name and Address of LOSB | Type of Work And Contract Items, Supplies or Services to be Performed | Response | Reason for Not Accepting Bid/Proposal |
|---------------------------------|--|-----------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(If additional space is required this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

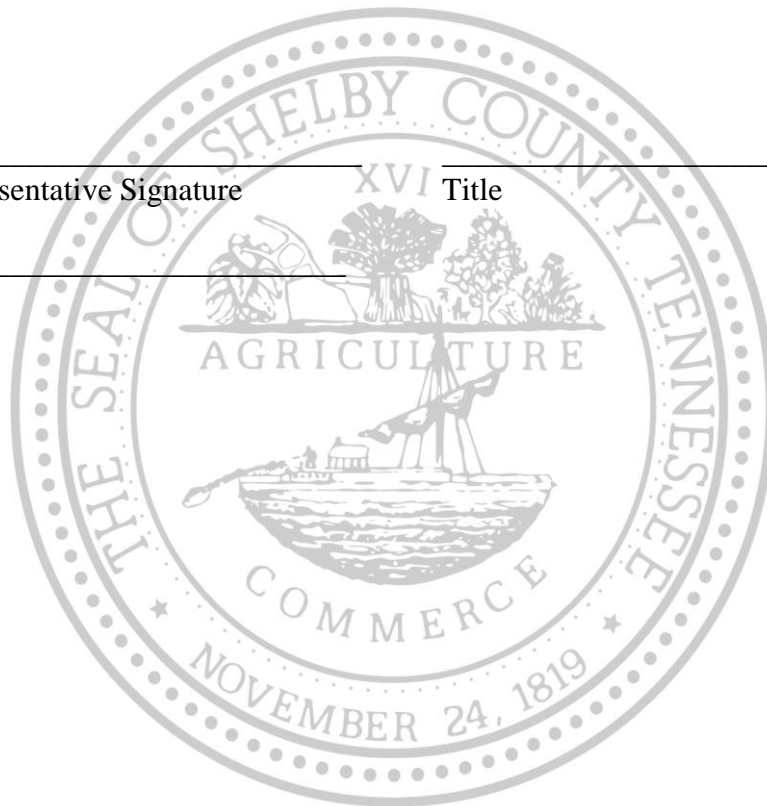
Reasons for the "Unavailability":

Submitted by:

Authorized Representative Signature

Title

Date



**Shelby County
LOSB Program
LOSB FORM B**

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: _____

Bid No.: _____

I, _____, do certify that on the following procurement opportunity,

(Contractor)

_____, the following LOSB's will be utilized as sub-contractors, suppliers,

(Opportunity)

or to provide professional services:

| Name | Description of Work | Contract Value | LOSB Number |
|------|---------------------|----------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____

TOTAL % OF LOSB PARTICIPATION: _____

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Authorized Representative Signature

Title

Date

Shelby County
LOSB Program

LOSB FORM C

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES**

(To Be Submitted Prior to Contract Award)

Company Name: _____

Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a LOSB.

I am prepared to perform a **“Commercially Useful Function”** in connection with the above project.

The following are the work items to be performed:

at the following price: \$ _____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information: Submitted by:

Business: _____
Authorized Representative (Print)

Address: _____
Title

Authorized Representative's Signature

Phone: _____
Date

Facsimile: _____

**Shelby County
LOSB Program**

LOSB FORM D

STATEMENT OF PAYMENTS TO LOSB'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

| Name of Firm | Description of work | Total Amount Due This Month | Total Dollars Paid To Date | % of Contract Completed | Start Date of Contract | End Date of Contract |
|---------------------|----------------------------|------------------------------------|-----------------------------------|--------------------------------|-------------------------------|-----------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

1. The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
2. Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
3. The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
4. After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
5. On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
6. Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
7. Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
8. As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

9. In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$ 500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

10. For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

11. The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

12. The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

13. The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

14. The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

H. DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, here states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this day of _____ 20

Notary Public

My commission expires:

I. FORMS TO BE SUBMITTED

LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE

LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.

LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION.

LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.

DRUG FREE WORKPLACE AFFIDAVIT-MUST IS COMPLETED AND SUBMITTED WITH YOUR BID.

BID BOND- ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.

NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. BACKGROUND

Shelby County currently operates a Fleet Services Department at 6200 Haley Road, Memphis, TN. The selected contractor will be expected to provide all necessary personnel, management, and parts and supplies required to operate an efficient and effective on-site parts operation eight (8) hours a day, five (5) days per week, including any overtime hours required due to peak demand and emergency operation.

B. SCOPE OF CONTRACT

The County wishes to engage in a contractual relationship with the best-qualified company selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. PROJECT TIME FRAME

The initial contract term will begin July 1, 2016 or immediately upon execution of the contract through June 30, 2017, with the option to renew for two (2) additional one-year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. RESERVATION OF RIGHTS

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the contractor's books relative to the Accounts.

E. SELECTION CRITERIA

Each proposal response will be evaluated on the criteria outlines in Section XI & XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

F. ADDITIONAL INFORMATION AND REFERENCES

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Contracts will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in the contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

A performance Bond and Labor/Material Bond each equal to fifty percent (50%) of the amount of the contract, to be furnished by the successful proposer.

SCOPE OF WORK (SERVICES REQUIRED)

To select the best-qualified company and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the management and operation of an on-site parts store, as instructed by the County.

Services Required

A. Services Required

Specifically, the company will be required to perform under the direction of the Shelby County Fleet Services Department the following Services:

1. General Parts Information

The company shall be required to supply original equipment, parts and supplies or the equivalent or better. Fleet Services reserves the right to purchase parts and other supplies that cannot be provided by the company within the time frames specified. Fleet Services reserves the right, over the course of the resultant Contract period, to determine which products must be new or refurbished.

The company shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, engine blocks, etc. The Fleet services facility will work with the company throughout the contract period to determine the parts, supplies, and equipment to carry in inventory.

This determination may be based on usage, fleet size, criticality of the part(s), ordering, turn-around time, or any combination of these factors.

2. Specifics

The company shall be wholly responsible for inventory control over all parts and equipment belonging to the company at the on-site parts store. All parts remain the property of the company until they are properly requisitioned by and delivered to Fleet Services shop personnel.

All invoices for parts and supplies shall be on a daily, weekly or monthly basis, in a manner as directed by Fleet Services. Invoices should include the vehicle number, parts requisition numbers, parts numbers and description, unit price and transaction date, and must be in a format conducive to effective review and audit.

The company shall use a computer system to control and report inventory operations. The company will utilize computer hardware and software capable of monitoring and reporting: parts on hand, parts on order, back orders, usage, costs, and may include complete repair order information on vehicles and equipment including history data and billing information. Fleet Services reserves the right to ask for all reports considered necessary to monitor the company's operation and to receive them on whatever frequency needed.

All items must include full manufacturer's warranties and guarantees. On-site replacement for defective, inferior, or non-fit items must be guaranteed.

During weather emergencies or other emergency operations the parts room will need to be opened and operating for an indefinite period, until determination by Fleet Services that the emergency operation may cease.

The Fleet Services will provide the parts store facilities to the successful proposer free of charge. This will include heat, electricity, water, rest room facilities, break room, telephone, fax, copier, and furniture such as desks, chairs, and parts shelving. Prospective proposers will be provided an opportunity to inspect the specific facilities in question to determine the size, layout, and condition of the facilities and equipment provided prior to submitting its proposal. Any required changes in the physical layout of the parts room should be indicated in the proposal.

No part(s) shall be issued to Fleet Services personnel without a properly executed parts requisition. The receipt shall contain specific tracking information, i.e. equipment number, reference number, receiving employee name, parts quantities, part number and description, price detail and any other data deemed necessary for effective tracking. A duplicate of each transaction must be provided with the billing for verification of accounting transactions.

The company may provide training to mechanics as deemed appropriate for use of new or current products, the cost, if any, for such training will be mutually agreed upon between the Fleet Services and the company prior to the training.

Nothing in the RFP or the resulting contract shall prevent the Fleet Services Department from procuring repair parts from other contractors in the course of obtaining repair services from such commercial contractors.

3. Waste Products

The company shall be expected to provide on-site, removal or recycling services for the following: used antifreeze, used refrigerant, used batteries, and battery acid. The company shall dispose of any such products in a way to ensure proper disposal, handling shipping, in accordance with all applicable laws. The proposal shall include disclosure of any notice of violation received by the company concerning shipment or disposal of any such product or other hazardous material.

4. Part(s) and Supply Availability

Prior to assuming control of the parts operation, the company and the management of Fleet Services will jointly determine the adequacy of inventory. The company shall be expected to maintain maximum efficiency for stock items necessary to provide 80% of parts requirements within one (1) hour of demand, 10% within two (2) hours of demand, and 10% within twenty-four (24) hours of demand. If the company cannot provide the item within the time frame needed, the Fleet Services Manager shall be notified for a determination as to whether to purchase the items(s) elsewhere. The company is responsible for delivery of all parts and supplies. The company must notify the Fleet Services management of the price of any item requested that is not listed on the company standard price sheet and the Fleet Services management must agree to the price before that item is secured.

5. Contract Costs & Fee Structure

The company shall detail all pricing methods for cost of parts, markups, fees and any associated costs or discounts. **Also, please return Attachment A, Parts List with your response. Failure to return this Attachment could result in your bid being rejected as being none responsive. The Attachment is available in an excel spreadsheet format. Please contact Tosha Davenport@shelbycountyttn.gov and ask that she e-mail you a copy.**

IX. NOTICE TO BIDDERS

Time and Place of Opening of Bids:

RPF's for the improvements described herein will be received and opened at **THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SUITE 900, VASCO A. SMITH JR., ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, at 2:00 P.M., Tuesday, May 17, 2016.**

NOTE: There will not be a public bid opening for this project.

Description of Work:

The proposed work is officially known as: **ON-SITE AUTOMOTIVE PARTS WAREHOUSE SHELBY COUNTY GOVERNMENT FLEET SERVICES**

Instruction to Bidders:

- (a) The RFP can be downloaded from The Shelby county Government website located at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."
- (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
- (c) All bidders must be licensed by the Tennessee State Board of Licensing
- (d) General Contractors Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

EOC Requirements:

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, **901-222-1100.**

Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms from the listing that can be obtained from Shelby County EOC department. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

X. CONTRACT REQUIREMENTS

The successful contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All Services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.
3. Independent Status. a. Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor shall be an independent Contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of the Services under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the County by the Contractor for the Services performed shall be on the Contractor's letterhead.

4. Termination or Abandonment. a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

i) Either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

ii) The Contractor has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the County's consent or approval; or

iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of the Contractor's assets.

b. The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for the Contractor's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the Contractor shall be paid for all Services rendered prior to the Termination Date, provided the Contractor shall have delivered to the County such statements, accounts, reports and other materials as required under this Contract; however, the Contractor shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.

d. All Services completed by the Contractor prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the County prior to payment for the Services rendered.

e. Notwithstanding the above or any section herein to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment or Transfer. a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of the Services under this Contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

6. Conflict of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The Contractor warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. a. The Contractor shall not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are in the current employment of the County.

b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one (1) year from employment separation from the County, if during the period of employment with the County, the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

10. Responsibilities for Claims and Liabilities. a. The Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to, Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the Contractor, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

c. The County has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to performance of the Services under this Contract.

e. The Contractor shall immediately notify the County of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's performance of the Services under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

11. General Compliance with Laws. a. The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

12. Nondiscrimination. The Contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Entire Agreement. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

14. Amendment. This Contract may be modified or amended, only by written instrument signed by both parties.

15. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

16. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

17. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

18. Subject to Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

19. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

20. Incorporation of Other Documents. a. The Contractor shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the response of the Contractor thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

21. Contracting with Locally Owned Small Businesses. The Contractor shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the County are utilized when possible as sources of supplies and equipment, construction and services.

22. Incorporation of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

23. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Contractor, the Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Contractor due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

24. Organization Status and Authority. a. The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

25. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

26. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

27. Insurance Requirements. a. The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to the County of cancellation or material change in coverage provided. The Contractor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

i. Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether coverage provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following: a. Premises/Operation; b. Explosion, Collapse and Underground coverage, where applicable; c. Products/Completed Operations; d. Contractual Liability; e. Independent Contractors; f. Broad Form Property Coverage, if applicable; g. Personal Injury and Advertising Liability.

ii. Workers Compensation and Employers' Liability Insurance — Workers' compensation statutory limits as required by Tennessee. — This policy should include Employers' Liability coverage for \$1,000,000.00 per accident. The Worker's compensation policy shall include form WC 00 03 13, waiving subrogation rights against Shelby County Government, its elected officials, appointees, and employees. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certification shall indicate that these individuals are covered.

iii. Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased, hired and non-owned autos.

iv. Umbrella or Excess Liability – minimum of \$2,000,000 per claim or occurrence.

28. Right to Monitor and Audit. Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. Hard copy proposals must be received no later than 2:00 p.m. (CST) on Tuesday May 17, 2016 in the office of the Shelby County Government Purchasing Department, 160 N. Main Street, 9th Floor, Suite 900, Memphis, TN 38103.

5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original proposal (**clearly identified as original**) and five (5) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL, ON-STE AUTOMOTIVE PARTS WAREHOUSE, RFP #16-004-68**" with due date and time indicated.

3. Proposals must be typed. Erasures and “white-out” are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Contractor’s proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (required document) should be the first page of your written response.

1. **Cover Page/Proposal Response Sheet** – Submit on letterhead stationary signed by a duly authorized officer, employee, or agent of the organization/firm.

2. **Comprehensive Response**
(This portion of the proposal must address each item listed below.)

a. This portion of the proposal must specifically address all requirements and services outlined in Section II – Minimum Requirements and Section IX –Purpose/Scope of Work in your proposal.

b. Outline of how respondent can meet or exceed the minimum requirements.

c. Detail of how the respondent is qualified to provide the Services required.

d. A detailed description of the approach for accomplishing the Services (include a time schedule for completion of each element).

3. **Cost and Fee (Cost will be set for the length of the Contract.)**

a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project.)

b. Explain any assumptions or constraints in a price proposal to perform the Services.

c. Explain any additional charges or fees in the proposal.

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proper's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.

5. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its clients.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

a. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines. **The total maximum points the proposer can receive is 100.**

All proposals meeting the above requirements will be evaluated based on the following criteria:

- a. Understanding of the Services required by the County;
- b. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project and all terms and requirements are discussed clearly and succinctly;
- c. Demonstrated competence and professional qualification;
- d. Recent experience in successfully performing similar Services;
- e. Proposed approach in completing the Services;
- f. References;
- g. Qualifications and experience of specific personnel assigned to this project; and
- h. Proposed cost to Shelby County Government.

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

Shelby County Government reserves the right to interview, or require an oral presentation from any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to the RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Rejection of Bids:

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF: CLIFTON DAVIS

**PURCHASING ADMINISTRATOR
SHELBY COUNTY GOVERNMENT**

_____, 2016



**ATTACHMENT A, PARTS LIST
ON-SITE AUTOMOTIVE PARTS WAREHOUSE
SHELBY COUNTY GOVERNMENT-FLEET SERVICES**



Fleet Parts Bid Listing
2-25-16.xlsx

